

CONTRACT NO.
PROGRAM ATTACHMENT NO.
PURCHASE ORDER NO.

CONTRACTOR:

DSHS PROGRAM: Immunization Unit Inter-Local Agreements

TERM: SEPTEMBER 1, 2017 THRU: AUGUST 31, 2018

SECTION I: STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) Programs by the effective date of this Program Attachment. This includes a signed *Deputization Addendum Form (E6-102)* and adherence to the TVFC Operations Manual and associated TVFC policy guidelines provided by the DSHS Immunization Unit (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the *TVFC Operations Manual*.
- Contractor shall notify ASN and TVFC providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments* (located at http://www.dshs.state.tx.us/immunize/docs/contractor/EF11-13985_FY2018_ContractorsGuide.pdf).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's (LHDs) service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023, and 161.001-161.009, VTCA;
- TAC Title 25, Chapter 97;
- TAC Title 25, Chapter 96;
- TAC Title 25, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to *DSHS's Standards for Public Health Clinic Services*, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for identification and case management of all surface antigen (HBsAg)-positive pregnant women. Contractor shall ensure timely newborn post exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period (September 01, 2017; December 01, 2017; March 01, 2018; and June 01, 2018).

Contractor shall be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by the ImmTrac Group at DSHS to explain the lifetime registry and

obtain their consent to remain in ImmTrac as an adult. Lists are distributed on October 1, 2017; December 1, 2017; February 1, 2018; April 1, 2018; June 1, 2018; and August 1, 2018.

Contractor shall be responsible for conducting outreach to new ImmTrac providers who have logged into ImmTrac within 30 days of registering. Lists of these providers are distributed at the beginning of each month.

Contractor shall be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 6 months. Lists are distributed on September 1, 2017; November 1, 2017; January 1, 2018; March 1, 2018; May 1, 2018; and July 1, 2018.

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2018.

Contractor shall send at least one representative to Immunization Unit mandatory meetings held in Austin, including the 1) Immunization Unit Local Health Department meeting held in the fall of every year and the 2) TVFC Annual Training held in January/February of every year. Additional mandatory meetings may be required during the contract term.

Contractor shall submit out of state travel requests to the Immunization Unit for approval when utilizing contract funds or program income.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II: PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with *DSHS Emerging and Acute Infectious Disease Investigation Guidelines* (located at

<http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and *NBS Data Entry Guidelines*, at least 90 percent of confirmed or probable reportable vaccine-preventable disease cases within thirty (30) days of initial report to public health.

- Complete 100 percent of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste. Contractor is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.
- Contact and provide case management to 100 percent of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 3 percent or 250 children (whichever is more) per each Full Time Equivalent (FTE) contract employee position, who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Outreach and education activities must focus on the immunization registry and the option for an individual who is 18 years of age or older to consent to having their immunization records stored within the immunization registry. Additional outreach and educational activities may focus on high schools, colleges, and universities.
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.
- Review 100 percent of monthly biological reports, vaccine orders (when applicable), and temperature recording forms for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels. Review and approval for vaccines orders (when applicable) must be documented in the Electronic Vaccine Inventory (EVI) system.
- Complete 100 percent of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual*, as assigned by the DSHS Immunization Unit.

- Complete 100 percent of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the Assessment, Feedback, Incentives, and eXchange (AFIX) on-line tool and methodology to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCASA), as specified by DSHS.

Contractor shall utilize the Centers for Disease Control and Prevention (CDC) Provider Education, Assessment, and Reporting (PEAR) system and directly enter data into PEAR to document TVFC compliance site-visits for all sub-contracted entities and non-local health department clinics. The Contractor shall submit the final assessment results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor shall utilize the CDC PEAR system and directly enter data into PEAR to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. The Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Unit and available at <http://www.dshs.state.tx.us/immunize/providers.shtm>, by the report due date.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2017 to 11/30/2017	12/31/2017
Programmatic	12/1/2017 to 02/28/2018	3/31/2018
Programmatic	03/1/2018 to 05/30/2018	6/30/2018
Programmatic	06/1/2018 to 08/31/2018	9/30/2018

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

SECTION IV: RENEWALS:

There are no renewals.

SECTION V: PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION V: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII: BUDGET:

SOURCE OF FUNDS: CFDA# 93.268 and STATE

SECTION VII: SPECIAL PROVISIONS:

General Provisions, **ARTICLE III SERVICES, Section 3.02 Disaster Services**, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, **ARTICLE IV. FUNDING, Section 4.03 Use of Funds**, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

For immunization activities performed under this Program Attachment, General Provisions, **ARTICLE XIV. General Business Operations of Contractor, Section 14.06 Overtime Compensation**, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

General Provisions, **ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.